· U.S. Department of Justice Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Revi

OMB No. 1105-0007

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

H. William Tanaka d/b/a Tanaka Ritger & Middleton Name of Foreign Principal
Japan Metal Flatware Industry Assn./
Japan General Merchandise Exporters Assn.

## **Check Appropriate Boxes:**

- 1. KKThe agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. 

  There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [1] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

render general counseling and informational services

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Statement No. 4

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(0) of the Act?1 Yes D No DXX

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

April 28, 1988

Name and Title

H. William Tanaka Attorney

Signature

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

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HICHELE N. TANAKA ALICE L. MATTICE +

> LEGAL RETAINER AGREEMENT BETWEEN ...

JAPAN METAL FLATWARE INDUSTRY ASSN. JAPAN GENERAL MERCHANDISE EXPORTERS' ASSN: STANCTON !

AND

## H. WILLIAM TANAKA

This will constitute an annual retainer agreement between the Japan Metal Flatware Industry Association of Niigata-ken; Japan and the Japan General Merchandise Exporters' Association of Tokyo, Japan (hereinafter referred to as "Associations") and H. William Tanaka, of Washington, D.C. (hereinafter referred to as "Counsel"), effective for the period of June 1, 1988 through May 31, 1989.

WHEREAS, Associations desire to retain my services as Counsel, I will undertake to render general counseling and informational services regarding any significant developments in the U.S. which may affect the importation of stainless steel flatware from Japan. In this connection, it shall be understood that this retainer agreement shall not cover services to be rendered in connection with specific cases such an antidumping proceedings, escape clause actions, judicial proceedings and lobbying activities before Congress. Any legal services rendered with respect to specific cases or involving specific representational activities by Counsel shall be paid over and above the retainer fee, including reimbursement of any necessary out-of-pocket expenses.

In consideration of the services to be rendered, Associations agree to retain Counsel at an annual retainer fee of \$3,500.00 (Three Thousand Five Hundred Dollars) to be remitted within a reasonable time after execution of this agreement. The terms of this retainer agreement shall be for a period of one year.

JAPAN METAL FLATWARE INDUSTRY ASSOCIATION

Masao	aila
By:	
Date:	

## JAPAN GENERAL MERCHANDISE EXPORTERS' ASSOCIATION

9,	Jakon-	-
By:		
Date:		

H. WILLIAM TANAKA

Counselor at Law

Date: 4/28/88